

MORGAN, LEWIS & BOCKIUS LLP

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Counsel to The Comet Clothing Company, LLC

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----	X
In re:	: Chapter 11
	:
SEARS HOLDING CORPORATION, et al.¹	: Case. No. 18-23538
Debtors.	:
-----	: (Jointly Administered)
	X

NOTICE OF DEMAND FOR RECLAMATION
PURSUANT TO 11 U.S.C. § 546(c) BY THE COMET CLOTHING COMPANY, LLC

PLEASE TAKE NOTICE that The Comet Clothing Company, LLC. (“Comet”), by its undersigned counsel, on November 5, 2018 served a demand for reclamation (the “Reclamation”

¹ The Debtors in these Chapter 11 case, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SRC Sparrow 1 LLC (None); SYW Relay LLC (1870); Wally Labs LLC (None); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); SRC Sparrow 2 LLC (None); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); SRC O.P. LLC (None); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); SRC Facilities LLC (None); and SRC Real Estate (TX), LLC (None). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

Demand”) upon Sears Holdings Corporation and its affiliated debtors (together the “Debtors”) and on Debtors’ counsel via FedEx Express overnight mail and electronic mail, to reclaim certain goods (the “Goods”) pursuant to 11 U.S.C. §546(c) and section 2-702 of the Uniform Commercial Code. A copy of the Reclamation Demand is attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that pursuant to the Reclamation Demand, the Goods were sold by Comet in the ordinary course of business to the Debtors and received by the Debtors during the forty-five (45) days prior to the commencement of the Debtors’ chapter 11 cases. Comet demands that the Debtors immediately surrender the Goods to Comet. Pending the prompt return of the Goods, Comet demands that the Debtors (i) protect and segregate the Goods; and (ii) refrain from selling, using or disposing of the Goods pursuant to 11 U.S.C. §§361 and 363(c).

PLEASE TAKE FURTHER NOTICE that Comet reserves all of its rights with respect to the Goods, including without limitation, (i) its right to be paid in the ordinary course of business as a post-petition creditor of the Debtors to the extent that the Goods were delivered to the Debtors on or after the Petition Date; (ii) its right to assert a 20-day administrative priority claim pursuant to 11 U.S.C. §503(b)(9); (iii) its right to assert a “new value” defense to any preference demand pursuant to 11 U.S.C. §547(c)(4); (iv) its right to demand payment of any portion of these invoices as a “cure” payment in connection with the Debtors’ assumption of an executory contract between Comet and the Debtors, if any, pursuant to 11 U.S.C. §365; (v) its right to seek payment of its pre-petition invoices from any non-debtor parties that are co-obligors; (vi) its right to amend, correct, supplement or modify the Reclamation Demand (including filing additional evidence in support thereof) or to file additional demands or claims, including without limitation,

a proof of claim in the Debtors' chapter 11 cases and all other claims at law or in equity; (vii) its right to setoff or recoupment; and (viii) its right to assert any other rights under applicable law.

PLEASE TAKE FURTHER NOTICE that the filing of this Notice is not intended to constitute an election of remedies or to waive any of Comet's rights under the Bankruptcy Code or any applicable non-bankruptcy law. By filing this Notice of Demand for Reclamation, Comet does not consent to the entry of final orders by the bankruptcy court on non-core issues and claims, and does not waive any jurisdictional defenses

Dated: November 5, 2018

MORGAN, LEWIS & BOCKIUS LLP

/s/ Matthew C. Ziegler

Andrew J. Gallo, Esq.

Matthew C. Ziegler, Esq.

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Counsel to The Comet Clothing Company, LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Notice of Reclamation Demand was electronically filed on this 5th day of November 2018, and served *via CM/ECF* on all parties requesting electronic notification in this case as well as on the Debtors and Debtors' counsel via FedEx Express overnight mail and electronic mail and on the Standard Parties as that term is defined in the Amended Order Implementing Certain Notice and Case Management Procedures (Dkt. No. 405).

/s/ Andrew J. Gallo

Andrew J. Gallo, Esq.

EXHIBIT A

Morgan Lewis

Laura McCarthy
Associate
+1.617.341.7716
Laura.mccarthy@morganlewis.com

November 5, 2018

VIA FEDEX OVERNIGHT MAIL AND EMAIL

Weil Gotshal & Manges LLP
Jacqueline Marcus, Esq.
Ray C. Schrock, P.C.
Garrett A. Fail, Esq.
Sunny Singh, Esq.
767 Fifth Avenue
New York, NY 10153
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Sears Holding Corporation
Stephen Sitley, Esq.
Luke J. Valentino, Esq.
3333 Beverly Road
Hoffman Estates, IL 60179

Re: In re Sears Holdings Corporation, et al., Case No. 18-23538 (RDD); Demand for
Reclamation of Goods Pursuant to Bankruptcy Code §546(c) on behalf The Comet
Clothing Company, LLC

To Whom it May Concern:

This firm represents The Comet Clothing Company, LLC ("Comet") in connection with its
claims against Sears Holding Corporation and its affiliated debtors (together, the
"Debtors").

On October 15, 2018 (the "Petition Date"), the Debtors commenced chapter 11 cases in the
U.S. Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").
During the 45-day period prior to the Petition Date (the "Reclamation Period"), Comet
delivered goods (the "Goods") to the Debtors in the ordinary course of business for which
Comet has not been paid as of the date of this letter. The value of the Goods delivered to

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the Debtors is \$77,856.00. A summary of the Goods delivered to the Debtors during the Reclamation Period is attached hereto as Exhibit 1.

At the time the Debtors received the Goods, the Debtors were insolvent. It is our understanding that the Goods are currently in the Debtors' possession. Comet hereby makes a demand (the "Reclamation Demand") pursuant to 11 U.S.C. §546(c) and U.C.C. §2-702 for the Debtors to immediately surrender the Goods to Comet, all of which were delivered by Comet and received by the Debtors during the Reclamation Period. Pending the prompt return of the Goods, Comet hereby demands that the Debtors (i) protect and segregate the Goods, and (ii) refrain from selling, using or disposing of the Goods pursuant to 11 U.S.C. §§361 and 363(e).

Comet reserves all of its rights with respect to the Goods, including without limitation (i) its right to be paid in the ordinary course of business as a post-petition creditor of the Debtors to the extent that the Goods were delivered to the Debtors on or after the Petition Date; (ii) its right to assert a 20-day administrative priority claim pursuant to 11 U.S.C. §503(b)(9); (iii) its right to assert a "new value" defense to any preference demand pursuant to 11 U.S.C. §547(c)(4); (iv) its right to demand payment of any portion of these invoices as a "cure" payment in connection with the Debtors' assumption of an executory contract between Comet and the Debtors, if any, pursuant to 11 U.S.C. §365; (v) its right to seek payment of its pre-petition invoices from any non-debtor parties that are co-obligors; (vi) its right to amend, correct, supplement or modify the Reclamation Demand (including filing additional evidence in support thereof) or to file additional demands or claims, including without limitation, a proof of claim in the Debtors' chapter 11 cases and all other claims at law or in equity; (vii) its right to setoff or recoupment; and (viii) its right to assert any other rights under applicable law.

Please direct any response, notices, or inquiries regarding the Reclamation Demand to my attention.

Sincerely,



Andrew J. Gallo, Esq.
Laura M. McCarthy, Esq.
Morgan, Lewis & Bockius LLP
One Federal Street
Boston, MA 02110-1726

cc. The Comet Clothing Company, LLC

EXHIBIT 1

INVOICE SUMMARY - THE COMET CLOTHING COMPANY, LLC

INVOICE NUMBER	INVOICE DATE / SHIPPING DATE	TOTAL	CUSTOMER
269253	9/1/2018	120.00	KMART
266248	9/2/2018	120.00	KMART
278026	9/2/2018	240.00	KMART
268215	9/2/2018	360.00	KMART
278023	9/2/2018	360.00	KMART
268375	9/2/2018	240.00	KMART
278025	9/2/2018	240.00	KMART
268314	9/2/2018	360.00	KMART
268315	9/2/2018	240.00	KMART
278027	9/2/2018	120.00	KMART
278028	9/2/2018	240.00	KMART
278029	9/2/2018	120.00	KMART
268319	9/2/2018	240.00	KMART
268320	9/2/2018	240.00	KMART
268321	9/2/2018	360.00	KMART
268322	9/2/2018	240.00	KMART
278030	9/2/2018	120.00	KMART
268327	9/2/2018	240.00	KMART
278031	9/2/2018	240.00	KMART
268323	9/2/2018	240.00	KMART
268329	9/2/2018	240.00	KMART
268331	9/2/2018	240.00	KMART
268333	9/2/2018	240.00	KMART
268334	9/2/2018	240.00	KMART
268336	9/2/2018	360.00	KMART
278033	9/2/2018	240.00	KMART
268338	9/2/2018	240.00	KMART
268342	9/2/2018	480.00	KMART
278034	9/2/2018	240.00	KMART
268340	9/2/2018	240.00	KMART
278035	9/2/2018	240.00	KMART
268373	9/2/2018	240.00	KMART
268347	9/2/2018	240.00	KMART
268348	9/2/2018	240.00	KMART
268349	9/2/2018	360.00	KMART
268353	9/2/2018	240.00	KMART
268356	9/2/2018	360.00	KMART
268358	9/2/2018	240.00	KMART
268359	9/2/2018	360.00	KMART

268361	9/2/2018	240.00	KMART
268367	9/2/2018	240.00	KMART
268724	9/2/2018	360.00	KMART
268388	9/2/2018	360.00	KMART
278077	9/2/2018	240.00	KMART
268895	9/2/2018	240.00	KMART
268913	9/2/2018	360.00	KMART
266651	9/2/2018	480.00	KMART
268216	9/4/2018	240.00	KMART
278032	9/4/2018	120.00	KMART
278073	9/4/2018	120.00	SEARS
278056	9/4/2018	120.00	SEARS
268830	9/4/2018	120.00	SEARS
278048	9/4/2018	120.00	SEARS
268872	9/4/2018	120.00	SEARS
278046	9/4/2018	120.00	SEARS
270442	9/4/2018	120.00	SEARS
269239	9/10/2018	120.00	KMART
290242	9/13/2018	168.00	SEARS
290243	9/13/2018	336.00	SEARS
290244	9/13/2018	168.00	SEARS
290245	9/13/2018	168.00	SEARS
290246	9/13/2018	168.00	SEARS
290247	9/13/2018	168.00	SEARS
290248	9/13/2018	168.00	SEARS
290249	9/13/2018	168.00	SEARS
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290252	9/13/2018	168.00	SEARS
290253	9/13/2018	168.00	SEARS
290254	9/13/2018	168.00	SEARS
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290256	9/13/2018	168.00	SEARS
290257	9/13/2018	336.00	SEARS
290258	9/13/2018	168.00	SEARS
290259	9/13/2018	168.00	SEARS
290260	9/13/2018	504.00	SEARS
290261	9/13/2018	168.00	SEARS
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290266	9/13/2018	168.00	SEARS
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290269	9/13/2018	168.00	SEARS

290270	9/13/2018	168.00	SEARS
290271	9/13/2018	168.00	SEARS
290272	9/13/2018	168.00	SEARS
290273	9/13/2018	336.00	SEARS
290274	9/13/2018	168.00	SEARS
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290276	9/13/2018	168.00	SEARS
290277	9/13/2018	336.00	SEARS
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290279	9/13/2018	168.00	SEARS
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290281	9/13/2018	168.00	SEARS
290282	9/13/2018	168.00	SEARS
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290286	9/13/2018	168.00	SEARS
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290288	9/13/2018	168.00	SEARS
290289	9/13/2018	168.00	SEARS
290290	9/13/2018	168.00	SEARS
290291	9/13/2018	336.00	SEARS
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290296	9/13/2018	168.00	SEARS
290297	9/13/2018	168.00	SEARS
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288138	9/17/2018	120.00	SEARS
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288136	9/17/2018	120.00	SEARS
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296679	9/25/2018	120.00	KMART
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295853	9/25/2018	120.00	KMART
295855	9/25/2018	120.00	KMART
295859	9/25/2018	120.00	KMART
295860	9/25/2018	120.00	SEARS

295861	9/25/2018	120.00	SEARS
295862	9/25/2018	120.00	SEARS
295863	9/25/2018	120.00	SEARS
295864	9/25/2018	120.00	SEARS
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295867	9/25/2018	120.00	SEARS
295868	9/25/2018	120.00	SEARS
295870	9/25/2018	240.00	SEARS
295872	9/25/2018	120.00	SEARS
295873	9/25/2018	120.00	SEARS
295875	9/25/2018	120.00	SEARS
295876	9/25/2018	120.00	SEARS
295878	9/25/2018	120.00	SEARS
295879	9/25/2018	120.00	SEARS
295881	9/25/2018	120.00	SEARS
296668	9/26/2018	120.00	KMART
296669	9/26/2018	240.00	KMART
296670	9/26/2018	120.00	KMART
296671	9/26/2018	120.00	KMART
296672	9/26/2018	480.00	KMART
296673	9/26/2018	120.00	KMART
296674	9/26/2018	360.00	KMART
295795	9/26/2018	120.00	KMART
296676	9/26/2018	120.00	KMART
296677	9/26/2018	120.00	KMART
296678	9/26/2018	120.00	KMART
296680	9/26/2018	120.00	KMART
296683	9/26/2018	240.00	KMART
296684	9/26/2018	120.00	KMART
296685	9/26/2018	120.00	KMART
296686	9/26/2018	120.00	KMART
296688	9/26/2018	600.00	KMART
296689	9/26/2018	120.00	KMART
296690	9/26/2018	120.00	KMART
296691	9/26/2018	480.00	KMART
296694	9/26/2018	240.00	KMART
296696	9/26/2018	120.00	KMART
296697	9/26/2018	120.00	KMART
296699	9/26/2018	360.00	KMART
296700	9/26/2018	240.00	KMART
296701	9/26/2018	240.00	KMART
296703	9/26/2018	120.00	KMART
296704	9/26/2018	240.00	KMART
296706	9/26/2018	240.00	KMART
296707	9/26/2018	240.00	KMART

296708	9/26/2018	120.00	KMART
296709	9/26/2018	120.00	KMART
296710	9/26/2018	120.00	KMART
296711	9/26/2018	120.00	KMART
296712	9/26/2018	120.00	KMART
296713	9/26/2018	240.00	KMART
296714	9/26/2018	240.00	KMART
296715	9/26/2018	120.00	KMART
296716	9/26/2018	120.00	KMART
296718	9/26/2018	240.00	KMART
296719	9/26/2018	240.00	KMART
296722	9/26/2018	120.00	KMART
296723	9/26/2018	120.00	KMART
296724	9/26/2018	120.00	KMART
296725	9/26/2018	120.00	KMART
296726	9/26/2018	120.00	KMART
296727	9/26/2018	240.00	KMART
296728	9/26/2018	120.00	KMART
296729	9/26/2018	120.00	KMART
270487	9/26/2018	576.00	KMART
295865	9/26/2018	120.00	SEARS
295869	9/26/2018	240.00	SEARS
295871	9/26/2018	120.00	SEARS
295874	9/26/2018	120.00	SEARS
295877	9/26/2018	120.00	SEARS
295880	9/26/2018	120.00	SEARS
295882	9/26/2018	120.00	SEARS
295791	9/28/2018	120.00	KMART
296681	9/28/2018	360.00	KMART
296693	9/28/2018	600.00	KMART
296702	9/28/2018	360.00	KMART
298676	9/28/2018	120.00	SEARS
298677	9/28/2018	120.00	SEARS
298678	9/28/2018	120.00	SEARS
298679	9/28/2018	120.00	SEARS
TOTAL:		\$77,856.00	